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9 UNITED STATES DISTRICT COURT
10 NORTHERN DISTRICT OF CALIFORNIA
11 SAN JOSE DIVISION

12 NASIR JAMIL,

No. C 05-5121 RS

13 Plaintiff,

14 v.

15 STIPULATION AND ~~PROPOSED~~
ORDER OF COMPROMISE
SETTLEMENT

16 UNITED STATES POSTAL SERVICE,

17 Defendant.
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STIPULATION AND ~~PROPOSED~~ ORDER OF COMPROMISE SETTLEMENT
C 05-5121 RS

1 IT IS HEREBY STIPULATED by and between the Defendant United States Postal
2 Service ("the Postal Service") and Plaintiff Nasir Jamil ("Plaintiff"), after full and open
3 discussion, that the present action (Case Number C 05-5121 RS) be settled and compromised on
4 the following terms:

5 1. The Postal Service agrees to pay to Plaintiff Nasir Jamil the sum of five hundred
6 dollars and no cents (\$500.00), which sum shall be in full settlement and satisfaction of any and
7 all claims, demands, rights, and causes of action of whatsoever kind and nature, arising from, and
8 by reason of any and all known and unknown, foreseen and unforeseen claims for breach of
9 contract, negligence, compensatory damages, special damages, lost wages, interest, attorneys'
10 fees, costs, restitution and any other form of legal or equitable recovery resulting, and to result,
11 from the same subject matter that gave rise to the above-captioned lawsuit (including but not
12 limited to the transmission of a computer by mail to Plaintiff on or about October 13, 2004).

13 2. Plaintiff will accept the terms described in Paragraph 1 above in full settlement
14 and satisfaction of any and all claims and demands which he, his successors or assignees may
15 now have or hereafter acquire against the Postal Service or any of its past and present officials,
16 agents, employees, or attorneys, on account of the events described in plaintiff's pleadings in the
17 present action (Case Number C 05-5121 RS), or as a result of any other action or conduct by the
18 Postal Service, its past and present officials, agents, employees, or attorneys, that occurred prior
19 to the execution of this Agreement.

20 3. In consideration of this Agreement and the payment of the foregoing amount
21 thereunder, Plaintiff has executed a Stipulation for Dismissal with Prejudice of Case Number C
22 05-5121 RS. Upon delivery of the \$500.00 check to Plaintiff, counsel for the Postal Service will
23 file the Stipulation for Dismissal with the Court.

24 4. Plaintiff will withdraw and/or shall take whatever steps are necessary to obtain the
25 dismissal with prejudice of any pending charges of discrimination, complaints, suits, and any
26 other action or proceeding filed by his or on his behalf with any local, state, and/or federal
27 agency, commission, board, department, court, and/or any other tribunal against the Postal
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STIPULATION AND [XXXXXXXXXX] ORDER APPROVING COMPROMISE SETTLEMENT
C 05-5121 RS

1 Serviced, its past and present officials, agents, employees, or attorneys. Plaintiff agrees that he
2 has not filed and will not file any other charges, complaints, lawsuits, or other claims that relate
3 to any action or conduct by the Postal Service, its past and present officials, agents, employees,
4 or attorneys that occurred prior to the execution of this Agreement.

5 5. Plaintiff hereby releases and forever discharges the Postal Service, and any and all
6 of its past and present officials, agents, employees, attorneys, their successors and assigns, from
7 any and all obligations, damages, liabilities, actions, causes of actions, claims and demands of
8 any kind and nature whatsoever, whether suspected or unsuspected, at law or in equity, known or
9 unknown, by which he now owns or holds or has at any time owned or held against the Postal
10 Service (including but not limited to contract or tort) arising out of or in any way connected with
11 any loss, damages, or injury whatever, known or unknown, suspected or unsuspected, resulting
12 from any act or omission by or on the part of Postal Service committed prior to the date this
13 Agreement is executed.

14 6. The provisions of California Civil Code Section 1542 are set forth below:

15 "A general release does not extend to claims which the creditor
16 does not know or suspect to exist in his favor at the time of
17 executing the release, which if known by him must have materially
18 affected his settlement with the debtor."

19 Plaintiff has been apprised of the statutory language of Civil Code Section 1542, and fully
20 understanding the same, nevertheless elects to waive the benefits of any and all rights he may
21 have pursuant to the provision of that statute and any similar provision of federal law. Plaintiff
22 understands that, if the facts concerning Plaintiff's claims and the liability of the government for
23 damages pertaining to them are later found to be other than or different from the facts now
24 believed to be true, this Agreement shall be and remain effective notwithstanding such material
25 difference.

26 7. This Agreement may be pled as a full and complete defense to any subsequent
27 action or other proceeding involving any person or party which arises out of the claims released
28 and discharged by the Agreement.

STIPULATION AND ~~PROPOSED~~ ORDER APPROVING COMPROMISE SETTLEMENT
C 05-5121 RS

1 8. This is a compromise settlement of a disputed claim and demand, which
2 settlement does not constitute an admission of liability or fault on the part of the Postal Service
3 or any of its past and present officials, agents, employees, attorneys, or insurers on account of the
4 events described in Plaintiff's complaint in the present action (Case Number C 05-5121 RS).

5 9. If any withholding or income tax liability is imposed upon Plaintiff based on
6 payment of the settlement sum received herein, Plaintiff shall be solely responsible for paying
7 any such determined liability from any government agency thereof.

8 10. Plaintiff has been informed that payment may take sixty days or more to process,
9 but the government agrees to make good faith efforts to expeditiously process said payment.

10 11. The parties agree that should any dispute arise with respect to the implementation
11 of the terms of this Agreement, Plaintiff shall not seek to rescind the Agreement and pursue his
12 original causes of action. Plaintiff's sole remedy in such a dispute is an action to enforce the
13 Agreement in district court. The parties agree that the district court will retain jurisdiction over
14 this matter for the purposes of resolving any dispute alleging a breach of this Agreement.

15 12. Each party hereby stipulates that it has negotiated for the preparation of this
16 Agreement, that it is fully aware of and understands all of the terms of the Agreement and the
17 legal consequences of it. It is acknowledged that the parties have mutually participated in the
18 preparation of this Agreement, and it is agreed that no provision hereof shall be construed against
19 any party by virtue of the activities of that party or its attorney.

20 13. If any provision of this Agreement shall be invalid, illegal, or unenforceable, the
21 validity, legality, and enforceability of the remaining provision shall not in any way be affected
22 or impaired thereby.

23 14. This instrument shall constitute the entire Agreement between the parties, and it is
24 expressly understood and agreed that the Agreement has been freely and voluntarily entered into
25 by the parties. The parties further acknowledge that no warranties or representations have been

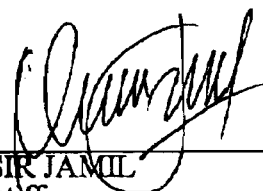
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1 made on any subject other than as set forth in this Agreement. This Agreement may not be
2 altered, modified or otherwise changed in any respect except by writing, duly executed by all of
3 the parties or their authorized representatives.

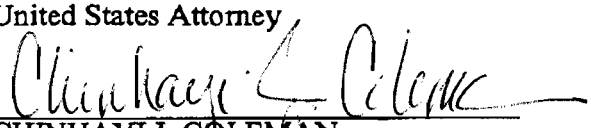
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5 Dated: August 16, 2006



NASIR JAMIL
Plaintiff

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8 Dated: August 21, 2006

KEVIN V. RYAN
United States Attorney



CHINHAYT J. COLEMAN
Assistant United States Attorney

12 ~~PROPOSED~~ ORDER

13 APPROVED AND SO ORDERED.

14 Dated: August 31, 2006



THE HONORABLE RICHARD SEEBORG
United States Magistrate Judge

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STIPULATION AND ~~PROPOSED~~ ORDER APPROVING COMPROMISE SETTLEMENT
C 05-5121 RS